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**PART 1- THE SCHEDULE**  
**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H.1 PROJECT CONTROL SYSTEMS AND REPORTING REQUIREMENTS**

**H.1.1 Project Control System**

- (a) The contractor shall propose a project structure that achieves safe and accelerated completion in the most cost-effective manner. The contractor shall establish, maintain, and use a project control and management system that accurately reflects the project status relative to cost and schedule performance, and track changes to the baseline. This system shall be fully integrated with the Department of Energy's (DOE's) financial accounting systems to ensure consistent reporting of costs. The contractor shall maintain a project management system in accordance with the following requirements documents, or any changes made in the requirements of these documents during the course of the project execution.

(1) DOE Order 413.3, Program and Project Management for the Acquisition of Capital Assets, October 13, 2000;

(2) DOE Manual 413.3-1 Project Management for the Acquisition of Capital Assets, March 28, 2003;

(3) Integrated Planning, Accountability, and Budgeting System Information Systems (IPABS-IS) Data Requirements, February 16, 1999;

(4) Integrated Planning, Accountability, and Budgeting System (IPABS) Handbook, February 16, 1999;

(5) HQ Memorandum, Configuration Control Board, December 19, 2002.

- (b) The contractor shall submit to the CO a detailed written description of the proposed project control system and project execution plan for review and approval within 90 calendar days after award of this contract. Cost effective, tailored application of controls will be a critical factor in determining acceptability of the proposed system.
- (c) DOE will conduct a compliance review of the contractor's proposed project control system to determine if the description and procedures meet the requirements of this contract clause.

**H.1.2 Baseline Development and Cost Collection**

- (a) The contractor shall develop and submit resource loaded baselines as described below within 120 calendar days after execution of this contract. The baselines

shall be developed in accordance with DOE requirements and be acceptable to DOE and compatible with DOE project control and management systems.

- (1) Remediation Baseline. This baseline shall be consistent with the contractor's cost and technical proposal and the terms and conditions of this contract. The contractor shall align the baseline to the Target Cost and Target Fee (or less) as described in Section B. This baseline shall include the scope of work, schedule, and cost for all activities to be completed for this contract.
- (2) Remediation Lifecycle Baseline. This baseline shall include the Remediation Baseline and outyear remediation activities which extend beyond the term and scope of this contract to site closure. This shall also include sensitivity analysis and value engineering studies, and not exceed the resources (i.e., funding) of the site. The outyear activities shall be at a summary PBS level only. Anticipated outyear funding will be provided by the CO after contract award.

NOTE: The contractor shall also develop, maintain and submit a Site Lifecycle Baseline as required by the Section C paragraph entitled "Project Support" which includes all activities associated with the site. The initial submittal shall be 180 calendar days after CO provision of information from other site entities.

- (b) The contractor shall develop a Risk Management Plan that includes the risks identified in its proposal, as well as identify all other internal and external risks to achieving the baselines. The Risk Management Plan shall analyze possible alternative approaches to mitigate impacts, select and define specific alternatives including cost and implementation schedules for each alternative, and provide for routine reporting and updating of the plan semiannually.
- (c) WBS development, cost estimates and project cost reports shall utilize ASTM International Designation E: 2150-02. Costs shall be discernable by Budget and Report (B&R) code, direct, indirect, and fee. The project management system must maintain capability to provide Total Estimated Cost (TEC), Total Project Cost (TPC), Estimates-to-Complete (ETC), and Estimates-at-Completion (EAC) along with tracking the Target Cost and Target Schedule.
- (d) Contractor shall develop a schedule that includes all its project work scope that integrates with the WBS. Each PBS will have assigned duration that will be based on work scope. Activity logic links shall depict all work scope constraints and decision points and shall be integrated into a total project network schedule. The project schedule shall clearly depict critical path activities and milestones. Activities shall be resource loaded at the lowest practical level of the WBS, but at least two levels below the PBS to develop time-phased budgets that are integrated with the schedule. Float analysis will be summarized at the PBS and total project levels.

- (e) The contractor shall analyze any DOE proposed or directed funding changes for their impact on technical, schedule, and cost elements of the baselines.
- (f) Contractor requested changes or DOE directed changes shall be addressed through the established change control process detailed in Section H.1.4. This process will not necessarily result in changes to the Target Cost.
- (g) The contractor shall submit budget allocations to each PBS for the upcoming fiscal year with a focus on differences to the work activities described in the baselines for that specific year. This deliverable is known as the Annual Operating Plan (AOP), for Portsmouth, and Site Management Plan for Paducah.
- (h) Each month, the contractor shall provide a variance justification for plus or minus 10 % differences between planned and actual performance against the baseline. Performance analysis techniques shall be commercially accepted and documented, and shall utilize earned-value methods and shall be reported to DOE at the PBS level. Performance metrics (i.e., quantities) are preferred for all technical work scope unless otherwise approved by the CO. For variances greater than  $\pm 10\%$ , the analysis shall detail the causes for variance, impact on other PBSs and corrective action required.
- (i) The Estimate at Completion (EAC) for the project shall be evaluated quarterly to ensure that it is consistent with observed trends in performance, emerging or resolved issues, and changes in the assessment of project risk.
- (j) All actual direct costs incurred for resources applied in the performance of work shall be recorded on a timely basis each month. Actual costs incurred must be recorded in the same accounting period that performance is measured and recorded. Any indirect costs shall also be collected and appropriately allocated to the PBSs.
- (k) Costs shall be collected at a charge number level and be able to be summed through the WBS, PBS, and by major contractor functional organization. Mischarges on time cards or other administrative or accounting errors shall be corrected in a timely manner.

### **H.1.3 Project Reporting**

- (a) The contractor shall provide a monthly Project Performance Report (PPR) that describes the status on each PBS and that is rolled up to the baseline in a format approved by the CO. At a minimum, the report shall include justification of the cost variance and schedule variance at a suitable WBS level with rollup to the PBS, the status of major milestones, and critical technical or programmatic issues.
- (b) Semi-Annual Critical Analysis Report (SACAR). Twice each year the contractor shall prepare and submit a comprehensive review covering six months of PPRs

that critically analyzes the overall status of the baseline, any key metrics, and Target Cost. This review shall include overall narrative summaries, analysis of schedule trends and project float, critical path performance, analysis of critical manpower skills of other resources, budget and funding figures, and project risk updates.

- (c) Plans and reports shall be prepared in such a manner as to provide for consistency with the contract SOW, the baseline, and the approved WBS. The contractor's reporting system shall be able to provide for the following at the PBS level:
  - (1) Timely incorporation of contractual changes affecting estimated cost and schedule.
  - (2) Reconciliation of estimated costs for those elements of the WBS with current performance measurement budgets in terms of changes to the authorized work and internal re-planning.
  - (3) Changes to records pertaining to work performed that will change previously reported costs for correction of errors and routine accounting adjustments.
  - (4) Revisions to the contract estimated costs for DOE-directed changes to the contractual effort.
- (d) The contractor shall provide the CO, or designated authorized representatives, access to any and all information and documents comprising the contractor's project control and reporting system. Generally, access will not be requested more than one level below the level chosen by the CO for control and approval authority, except during compliance reviews.
- (e) The contractor shall include tailored reporting requirements in all subcontracts adequate to fairly evaluate performance and support the contractor reporting requirements.
- (f) The contractor may also be required to report historical costs of completed activities in a historical cost database along with the cost driving parameters.

#### **H.1.4 Baseline Change Management**

- (a) The baseline is the source document for all project control and baseline change management. The processes for managing and administering changes to all elements of the baseline shall be timely, formal, and documented.
- (b) The approval authority for any change subject to EM configuration control pursuant to HQ Memorandum, Configuration Control Board, dated December 19, 2002, is the Assistant Secretary for Environmental Management. Any change that would require additional funding (above that stated in Section B), shall be approved by the Assistant Secretary for Environmental Management.

- (c) Provided that the change does not affect any item subject to EM configuration control as stated above, the baseline change control thresholds for cost shall be the lesser of the following:

DOE Headquarters	\$10,000,000 or 20% of the PBS annually
Site	\$ 5,000,000 or 10% of the PBS annually
Contractor	Up to the Site Level

Additional work scope can only be authorized by the CO regardless of the threshold level.

- (d) Each change control threshold level shall accommodate emergency changes. Retroactive changes that affect schedule and cost performance data are not allowed except to correct administrative errors. A record of all approved changes, at any level, shall be maintained through the life of the project. Change control records shall maintain a clear distinction between approved changes in funding and baseline changes. A copy of the log shall be provided monthly.
- (e) Any changes to Target Cost or Target Fee shall be executed only through a contract modification by the CO pursuant to the contract terms and conditions. Baseline changes will not imply the need for changes to Target Cost or Target Fee.

## **H.2 952.242-70 TECHNICAL DIRECTION (DEC 2000)**

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
- (1) Providing direction to the contractor that redirects contract effort, shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fill in details, or otherwise serves to accomplish the contractual Statement of Work (SOW).
  - (2) Providing written information to the contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
  - (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government.
- (b) The contractor will receive a copy of the written COR designation from the CO. t will specify the extent of the COR's authority to act on behalf of the CO.

- (c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:
  - (1) Constitutes an assignment of additional work outside the Statement of Work;
  - (2) Constitutes a change as defined in the contract clause entitled "Changes;"
  - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
  - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
  - (5) Interferes with the contractor's right to perform the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the contractor must not proceed and must notify the CO in writing within five (5) working days after receipt of any such instruction or direction and must request the CO to modify the contract accordingly. Upon receiving the notification from the contractor, the CO must:
  - (1) Advise the contractor in writing within thirty (30) days after receipt of the contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
  - (2) Advise the contractor in writing within a reasonable time that the Government will issue a written change order; or
  - (3) Advise the contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the contractor and CO either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

### **H.3 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR**

The representations, certifications, and other statements of offeror, completed by the contractor, and dated     (TBD)    , are hereby incorporated by reference.

### **H.4 STANDARD INSURANCE REQUIREMENTS**

In accordance with FAR clause 52.228-7, entitled "Insurance - Liability to Third Persons," the following kinds and minimum amounts of insurance are required during the performance of this contract:

- (a) Worker's compensation and employer's liability insurance:
  - (1) The amount required by the state in which work is performed under applicable workers' compensation and occupational disease statutes.
  - (2) Employer's liability insurance in the amount of \$100,000.
- (b) General liability insurance. Bodily injury liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (c) Automobile liability insurance. Coverage shall be provided on a comprehensive basis. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of this contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- (d) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the state and locality, plus sufficient to meet normal and customary claims.

### **H.5 KEY PERSONNEL**

The personnel listed below are considered to be essential to the work being performed. Prior to diverting any of the specified individuals to other programs, the contractor shall notify the CO reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. The CO is to be notified reasonably in advance of diverting of, or substitution for, any of these individuals. That period of time shall not be less than thirty (30) days. No diversion shall be made by the contractor without the written consent of the CO, provided that the CO may ratify in writing such diversion and such ratification shall constitute the consent of the CO required by this clause. Whenever, for any reason, one or more of the following employees is unavailable for assignment for work under the contract, the contractor shall, with the approval of the CO, replace such employee with an employee of



substantially equal abilities and qualifications with meritorious consideration of increasing opportunity to fully use the talents and capabilities of a diverse workforce. This clause may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

NAME	TITLE
_____	_____
_____	_____
_____	_____

Anytime the Site Project Manager is replaced for any reason within two years of contract award, earned fee will be reduced by \$50,000, in addition, each time any of the other two proposed key personnel are replaced for any reason within two years of contract award, earned fee will be reduced by \$25,000. The combined total maximum reduction to earned fee for such replacements shall be \$250,000. The contractor may request in writing that the CO waive all or part of a reduction if special circumstances exist. The CO shall have unilateral discretion to waive all or part of a reduction.

#### **H.6 IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UNCI)**

Documents originated by the contractor or furnished by the DOE to the contractor in connection with this contract may contain Unclassified Controlled Nuclear Information as determined pursuant to Section 148 of the Atomic Energy Act of 1954, as amended. The contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with DOE regulations and directives.

#### **H.7 DEPARTMENT OF LABOR WAGE DETERMINATION**

In the performance of this contract, the contractor shall comply with the requirements of U.S. Department of Labor Wage Determination Number 1994-2495, Rev 24, dated July 29, 2003 and CBA-2003-85, dated December 5, 2003 for Paducah; and Wage Determination Number 1994-2423, Rev 18, dated September 16, 2003 and CBA-2003-86 dated December 5, 2003 for Portsmouth. Copies of the wage determinations are attached to this contract (Section J, U. S. Department of Labor Wage Determination). Revised wage determinations shall be required from the Department of Labor and incorporated into this contract at least once every two (2) years but not more often than yearly. The contractor and/or subcontractor shall comply with the revised wage determination for Service Contract Act covered employees.

#### **H.8 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT)**

**APPROPRIATIONS ACT, 2003)**

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence Congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to members of congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

**H.9 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS - SENSE OF CONGRESS**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

**H.10 PROHIBITION OF CONTRACTS WITH PERSONS FALSELY LABELING PRODUCTS AS MADE IN AMERICA**

Pursuant to FAR 9.405(a), awards shall not be made to entities that are included on the List of Parties Excluded from Federal Procurement and Non-procurement Programs. If DOE, or DOE contractor personnel become aware of a possible violation of the prohibition against falsely mislabeling products as made in America, and the entity is not on the List of Parties Excluded from Federal Procurement and Non-procurement Programs, the matter should be promptly reported through the CO.

The report of an entity in violation of the prohibition against falsely mislabeling products as American-Made shall be submitted to the DOE Office of Contract Management, Office of Procurement and Assistance Management, for potential debarment of the entity pursuant to FAR 9.406-2(a)(4) and 9.406-2(b)(1)(iii).

**H.11 QUALITY ASSURANCE**

The contractor shall establish and maintain a formal Quality Assurance Program acceptable to the DOE which satisfies the Quality Assurance Requirements contained in the List of Applicable Regulations and DOE Directives (List A and B) appended to this contract (Section J). Any subcontracts issued in support of this contract shall require subcontractor to comply with the above requirements.

**H.12 ALLOCATION OF LIABILITY FOR FINES AND PENALTIES TO RESPONSIBLE PARTY**

- (a) Liability and responsibility for civil fines or penalties arising from or related to violations of environmental, safety, health or quality requirements shall be borne by the party that causes the violation (e.g., contractor, subcontractors, etc.). This clause resolves liability for fines and penalties though the cognizant regulatory authority may assess such fines or penalties upon a party or parties without regard

to the allocation of responsibility or liability under this contract. The allocation of liability for such fine or penalty is effective regardless of which party signs a permit application, manifest, reports or other required documents, is a permittee, or is named subject of an enforcement action or assessment of a fine or penalty.

- (b) Regardless of which party to this contract is the named subject (contractor or DOE) of an enforcement action for compliance with the environmental, safety, and health, or quality requirements by the cognizant regulatory authority, liability for payment of any fine or penalty as a result of contractor action or inaction, is the responsibility of the contractor and not reimbursable under this contract. Any fines and penalties incurred by DOE as a result of contractor actions or inactions will be reimbursed to DOE and are unallowable. Cost of fines and penalties resulting from violations of, or the contractor's failure to comply with federal, state, local, or foreign laws, regulations, permits, orders and regulatory compliance agreements are unallowable except under the conditions stipulated at FAR 31.205-15. Other costs resulting from ES&H claims (fines, penalties, fees, judgments) made against DOE as a result of the contractor's failure to comply with regulatory requirements, including costs associated with injunctive relief, shall also be unallowable.

### **H.13 DEFENSE NUCLEAR FACILITIES SAFETY BOARD**

The contractor shall conduct activities in accordance with those DOE commitments to the Defense Nuclear Facilities Safety Board (DNFSB) which are contained in implementation plans and other DOE correspondence to the DNFSB. The contractor shall support preparation of DOE responses to DNFSB issues and recommendations that affect or can affect contract work. Based on COR's direction, the contractor shall fully cooperate with the DNFSB and provide access to such work areas, personnel, and information as necessary. The contractor shall maintain a document process consistent with the DOE Manual on interface with the DNFSB. The contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

### **H.14 PERMITS, APPLICATIONS, LICENSES, AND OTHER REGULATORY DOCUMENTS**

- (a) Consistent with the FAR clause 52.236-7 "Permits and Responsibilities," in section I, the contractor must obtain any licenses, permits, other approvals or authorizations for conducting all activities under the contract. The contractor shall be responsible for becoming a party to all regulatory compliance agreements/orders associated with scope under this contract including those previously executed. The contractor is responsible for complying with all permits, licenses, certifications, authorizations and approvals from federal, state, and local regulatory agencies that are necessary for all activities under this contract (hereinafter referred to collectively as "permits"). Except as specifically provided in this section and to the extent not prohibited by law or cognizant regulatory authority, the contractor (or, if applicable, its subcontractors) will be

the sole applicant for any such permits required for its activities. The contractor must take all appropriate actions to obtain transfer of existing permits, and DOE will use all reasonable means to facilitate transfer of existing permits. If DOE determines it is appropriate or if DOE is required by cognizant regulatory authority to sign permit applications, DOE may elect to sign as owner or similar designation, but the contractor (or, if applicable, its subcontractors) must also sign as operator or similar designation reflecting its responsibility under the permit unless DOE waives this requirement in writing.

- (b) Unless otherwise authorized by the CO, the contractor must submit to DOE for DOE's review and comment all permit applications, reports or other documents required to be submitted to cognizant regulatory authorities. Such draft documents must be provided to DOE within a time frame, identified by DOE, sufficient to allow DOE substantive review and comment; and DOE will perform such substantive review and comment within such time frame. When providing DOE with documents that are to be signed or co-signed by DOE, the contractor will accompany such document with a certification statement, signed by the appropriate contractor corporate officer, attesting to DOE that the document has been prepared in accordance with all applicable requirements and the information is, to the best of its knowledge and belief, true, accurate, and complete.
- (c) Except as specifically provided in this clause and to the extent not prohibited by law or cognizant regulatory authority, the contractor (or, if applicable, its subcontractors) will be the signatory for reports, hazardous waste manifests, and other similar documents required under environmental permits or applicable environmental laws and regulations.
- (d) In the event of termination or expiration of this contract, DOE will require the new contractor to accept transfer of all environmental permits executed by the contractor, or DOE will accept responsibility for such permits and the contractor shall be relieved of all future liability and responsibility resulting from the acts or omissions of the successor contractor or DOE.

#### **H.15 PRICE ANDERSON AMENDMENTS ACT NONCOMPLIANCE**

The contractor shall establish an internal Price Anderson Amendments Act (PAAA) noncompliance identification, tracking, and corrective action system and shall provide access to and fully support DOE reviews of the system. The contractor shall also implement a Price Anderson Amendments Act reporting process which meets applicable DOE standards. The contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

#### **H.16 ASSIGNMENT OF EXISTING AGREEMENTS AND SUBCONTRACTS**

- (a) All existing agreements and subcontracts under contract no. DE-AC05-03OR22980 are listed in Section J, Attachment 6. The contractor shall accept

assignment of existing subcontracts and agreements identified for the contractor to assume in Section J, Attachment 6. The contractor may identify additional subcontracts and agreements listed in Attachment 6 for assumption, which it may negotiate directly with the parties involved. The agreements and subcontracts may include, but not be limited to, subcontracts and purchase orders; memorandums of agreement; memorandums of understanding; licenses; agreements with local and state governments; user agreements; and other similar agreements.

- (b) DOE does not guarantee that the existing agreements and subcontracts not identified for assignment in Section J, Attachment 6, will be available for assignment or can be assigned.
- (c) The administration of all subcontracts entered into and/or managed by the contractor, including responsibility for payment hereunder, shall remain with the contractor unless assigned at the direction of DOE. DOE reserves the right to direct the contractor to assign to DOE or another contractor any subcontract awarded under this contract. The contractor agrees to accept assignment of subcontracts and agreements as determined necessary by DOE.

#### **H.17 GOVERNMENT FURNISHED SERVICES AND ITEMS (GFSI)**

- (a) The DOE will provide the GFSI listed in the table below. If DOE cannot provide GFSI committed to below, the contractor may be entitled to pursue remedies in the manner and subject to the limitations set out in subparagraphs (b) and (h) of the Section I, FAR 52.245-5 “Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts).” Government Furnished Property is identified in Section J, “Remediation Accountable Property List.”

Scope	Requirements	Government Furnished Services and Items
a. The contractor shall develop and execute an Integrated Safety Management System Description (ISMSD).	DOE shall verify and approve the ISMSD.	DOE shall provide Phase I and Phase II verification, and approval of the ISMSD.
b. The contractor will submit documentation to the DOE for approval.		DOE will provide comments and/or approval of documentation as follows on a not-to-exceed basis:  Baseline: 30 business days Baseline Changes: 15 business days Regulatory submittals: 20 business days General correspondence: 5 business days
c. The contractor shall perform activities as described in Section C, SOW.	DOE shall ensure Government controlled data systems are available for contractor access as	DOE will ensure the following systems are available to the contractor throughout the period of performance of this contract:  Integrated Planning Accountability and

Scope	Requirements	Government Furnished Services and Items
	needed.	Budget System (IPABS) Facility Information Management System (FIMS) Computerized Accident/Incident Reporting System (CAIRS) Non-Compliance Tracking System (NTS) database Occurrence Reporting and Processing System (ORPS) Foreign Access Central Tracking System (FACTS) database
d. DOE contractual agreements provide utilities including electric, sanitary water, sewer, recirculating heating and cooling water, and plant dry air.	DOE shall maintain the contractual agreements that provide utility services to the contractor.	1. DOE contracts for the supply of power: Portsmouth- Ohio Valley Electric Corp; Paducah- Tennessee Valley Authority and Electric Energy Inc. DOE will provide the following through direct agreement with USEC throughout the period of performance of this contract: 2. Electrical Power (Underground and Overhead Distribution): Delivery of power to DOE retained facilities from the switchyards and power distribution systems. 3. Telecommunications – Landlines/T-1's 4. Utilities: Sanitary Water, Sanitary Sewage, Recirculating Heating and Cooling Water, Plant Dry Air, Steam and Nitrogen. Non-routine utilities system surveillance in DOE retained facilities, whenever there is an emergency situation involving a utility system. Any additions or modification to the utility systems requested by the contractor and approved by DOE, or requested by DOE
e. The contractor shall perform activities as described in Section C, SOW.		DOE will provide the following through direct agreement with USEC throughout the period of performance of this contract: 1. Criticality Accident Alarm System to support DOE missions in the X-345, X-744G, X-770 and X-7725 facilities (Portsmouth) and in all DOE retained facilities at Paducah 2. Electronic maintenance support for the Edwards Fire Alarm System in DOE space; and for calibration for nuclear material accountability scales in the X-326 L Cage, X-345, X-744G, X-7725 and X-7725A.

Scope	Requirements	Government Furnished Services and Items
		<p>3. Fire Protection and Prevention Program; Emergency Management Program; Emergency Medical Technician, Emergency Management and Plant Shift Superintendent, Incident Commander</p> <p>4. Fire and Utilities Inspections to comply with RCRA Part B Permit Inspection Requirements</p> <p>5. Non-Destructive Assay measurement of Uranium-bearing materials remaining in X-326 shutdown buffered cells. Non-Destructive Assay support in the X-744G, X-770, and X-7726</p> <p>6. Treatment of groundwater discharge, from the X-622, X-622T and X-623 pump and treat facilities</p> <p>7. USEC Records Management, Documents Controls and Information Management to include technical library support, imaging services, central files support of engineering data and drawings</p> <p>8. Safeguards and Security: Nuclear Materials Control and Accountability Program (control and account for nuclear material present in DOE facilities; Armed protective forces operations; Heightened Security Program; Physical Barriers Computer Security (COMSEC)</p> <p>9. USEC records retrieval services for EEOICPA, Title D, Doctor Panel Claims and Legacy Workers' Compensation Claims.</p>
f. Services provided by the Infrastructure Contractor under contract DE-AC24-04OH20178.		<p>1. Maintain the Russian Transparency Program in a continuous state of readiness to support Russian monitoring visits</p> <p>2. Safeguards and security: Lock and Key Program; Security Management Program (plans, procedures, etc); Facility Registration; Information Security Program; Classified and unclassified computer security; Personnel Security; Classification Program</p> <p>3. General site grounds maintenance-road/parking lot maintenance, snow removal, grass cutting, pest controls, and</p>

Scope	Requirements	Government Furnished Services and Items
		janitorial services for facilities listed in Section J, Att. 8 (unless activities are specifically identified elsewhere in the SOW).

NOTE: If actual costs for the services provided in paragraphs d, e, or f above, increase or decrease as a direct result of contractor actions or inactions (i.e., usage changes), the CO may share such savings or overruns with the Contractor in terms of additional fee or reduction of earned fee pursuant to Section B.

## **H.18 WORK FORCE TRANSITION AND HUMAN RESOURCES MANAGEMENT**

- (a) General Principles -- The contractor shall adhere to the following requirements in its own human resources related actions and cooperate with other contractors of the DOE, as necessary, in order to meet the following objectives: (1) achieve an orderly transition, (2) be fair to incumbent employees and maintain a productive and flexible work force, (3) minimize the cost of the transition and its impacts on other DOE programs, and (4) promote those practices which will result in stable collective bargaining relationships.
- (b) For purposes of this clause, the following definitions are applicable.
  - (1) "Grandfathered employees" are non-managerial employees (i.e., those below the first level of supervision) who are vested participants in the Multiple Employer Pension Plan (MEPP) sponsored by Bechtel Jacobs Company, LLC (BJC) at the beginning of contract transition.
  - (2) "Incumbent contractors" are BJC and its first and second tier subcontractors.
  - (3) "Incumbent employees" are employees employed by the incumbent contractors at the beginning of contract transition.
  - (4) "Preference-eligible employees" (for purposes of this clause) are employees on the rolls of BJC or USEC at the Portsmouth or Paducah gaseous diffusion sites at beginning of contract transition and grandfathered employees on the rolls of BJC's first and second tier subcontractors at the Portsmouth or Paducah gaseous diffusion sites at the beginning of contract transition.
- (c) Transition and Hiring Preference – Preference-eligible employees and former employees will receive a preference in hiring for vacancies for non-managerial positions (i.e. all those below the first line of supervision) in non-construction activities listed in the SOW during the first six months after the effective date of this contract in accordance with this clause in the following order of preference:



- (1) Preference-eligible employees shall receive a right of first refusal for vacancies at the site at which they are employed at contract transition in positions substantially equivalent to the positions they currently perform.
- (2) Preference-eligible employees shall receive offers for vacancies at the site at which they are employed at contract transition in positions for which they are qualified within the same function as the positions they currently perform.
- (3) Preference-eligible employees shall receive offers for vacancies at the site at which they are employed at contract transition in positions within the same function as the positions they currently perform, for which they are not qualified but agree to become qualified and can become qualified for by the commencement of active employment under this contract with the training provided pursuant to subparagraph (f)(7) below.
- (4) Preference-eligible employees who were employed at either of the gaseous diffusion plants on July 1, 1993, and who have been identified as being at risk of being involuntarily separated from employment by a plant closing or mass layoff (as such terms are defined in Section 2101(a)(2) and (3) of Title 29 of the United States Code) at such plant shall receive offers for vacancies at the site at which they are employed at contract transition in positions for which they are qualified by the commencement of active employment under this contract with the training provided pursuant to subparagraph (f)(7) below.
- (5) Former employees who are entitled to recall rights under applicable collective-bargaining agreements with BJC or its first or second tier subcontractors or USEC and who are qualified or can become qualified by the commencement of active employment for openings at the site, shall receive recall rights for openings at the site at which they were employed consistent with applicable site seniority at the site.
- (6) Former USEC and former BJC employees and grandfathered former employees of BJC's first and second tier subcontractors at the Portsmouth or Paducah gaseous diffusion sites who involuntarily separated (other than for cause) from employment and who are eligible for the hiring preference contained in the clause in Section I of this contract entitled "Displaced Employee Hiring Preference" shall receive a preference-in-hiring for openings as provided in that clause and as consistent with the provisions of any applicable Work Force Restructuring Plan, as amended from time to time, regarding the preferential hiring of employees.

- (7) Former employees of other DOE contractors who are eligible for the hiring preference contained in the clause entitled "Displaced Employees Hiring Preference" shall receive the preference included in that clause.
- (8) After the above preferences have been satisfied, other individuals who have separated from employment at the Portsmouth and Paducah gaseous diffusion sites and who are not barred from seeking employment at the Portsmouth or Paducah site by the terms of employee waivers or releases of claims they executed shall receive preference for openings for which they are qualified or can become qualified at the Portsmouth or Paducah sites with the training provided pursuant to subparagraph (f)(7) below.

When these hiring preferences are applicable to positions covered by a collective-bargaining agreement at contract transition, the preferences shall be applied consistently with any applicable seniority at that site.

(d) Labor Relations

- (1) The contractor and its subcontractors agree to conduct labor relations in accordance with applicable laws and DOE's intent that labor relations policies and practices reflect the best experience of American industry in aiming to achieve the stable labor-management relations essential to successful accomplishment of DOE's programs at reasonable cost. The contractor and its subcontractors will maintain positive labor-management relations when performing work under this contract.
- (2) The contractor and its subcontractors, in good faith at all times, will respect the rights of employees under the National Labor Relations Act to self organization; to form, join or assist the Paper, Allied-Industrial, Chemical, and Energy Workers International Union (PACE) or other labor organizations; to bargain collectively through PACE or other representatives of their own choosing; to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; and to refrain from any and all such activities.
- (3) Consistent with applicable labor laws and regulations for that work that is being performed by members of PACE at the time that the Contract is entered into, the contractor agrees to recognize PACE as the collective-bargaining representative for employees performing work that has historically and traditionally been performed by PACE members and is covered in the scope of this contract, and to negotiate a collective bargaining agreement that considers the continuing work under this Contract.

- (4) DOE will leave the collective bargaining process to orderly negotiation and agreement between contractor management and the certified representatives of its employees.

(e) Employee Relations

The contractor and its subcontractors shall maintain an effective employee concerns resolution program.

(f) Pay and Benefits

- (1) The contractor shall provide a competitive overall pay and benefits package to its employees. Contractors shall develop and implement welfare benefit programs that meet the tests of allowability and reasonableness established by Federal Acquisition Regulation 31.205-6.
- (2) For incumbent grandfathered employees who are hired under this Contract, the contractor shall maintain benefit plans, including health and welfare plans, as set forth in detail below:
  - (A) The contractor shall credit all such employees with their current length of service toward fringe benefits, including vacation, retirement benefits, and severance pay.
  - (B) Pension Plans -- The contractor shall become a participating/sponsor employer in the BJC MEPP as soon as possible but no later than ninety days after award. Incumbent grandfathered employees will be credited for their prior service under the plan and for their service under this contract. The contractor shall enter into an administrative service agreement with BJC regarding the administrative services and the cost thereof to be provided by BJC. The contractor shall comply with all applicable laws, including but not limited to Internal Revenue Code and Employee Retirement Income Security Act requirements.
  - (C) Other Benefit Plans -- For incumbent grandfathered employees, the contractor shall become a participating/sponsoring employer in the current BJC Multiple Employee Welfare Arrangement (MEWA) as soon as possible but no later than ninety days after award. The contractor shall also enter into an administrative service agreement with BJC regarding the administrative services and the cost thereof to be provided by BJC. The contractor shall comply with all applicable laws, including but not limited the Internal Revenue Code, Employee Retirement Income Security Act requirements and state laws.

- (3) For incumbent non-grandfathered employees, the contractor is free to set its own terms and conditions of employment, so long as (i) those packages include market-based retirement and medical benefits and are competitive for their industry and (ii) the contractor maintains non-pension benefit plans, including health and welfare plans, that are substantially equal in the aggregate to these employees non-pension benefits at beginning of contract transition for the first year under this contract and as consistent with the Service Contract Act. The contractor shall comply with all applicable laws, including the Internal Revenue Code and the Employee Retirement Income Security Act. With CO approval, if the contractor meets all applicable legal and tax requirements, the contractor may establish a separate line of business pursuant to Internal Revenue Code (IRC) §410 and §414 for the purpose of maintaining the federal tax qualification of pension plans covering the contractor's employees.
- (4) The contractor shall credit all incumbent employees hired under this contract with their current length of service toward fringe benefits, which also includes vacation, retirement benefits (consistent with the terms of the plan(s)) and severance pay. The contract transition shall not constitute a break in plan service.
- (5) For all employees other than incumbent employees, the contractor is free to set its own terms and conditions of employment, so long as those packages include market-based retirement and medical benefits and are competitive for their industry. Non-incumbent grandfathered employees vested in the BJC MEPP who are hired by the contractor under this contract shall be eligible for participation in the MEPP and allowed to continue to accrue credit for service under this contract in the MEPP consistent with the terms of the MEPP. The contractor shall comply with all applicable laws, including the Internal Revenue Code and the Employee Retirement Income Security Act.
- (6) Unless they are vested participants in the BJC MEPP at the time of contract transition, employees shall not become a part of the BJC MEPP.
- (7) Training -- The contractor will establish a one-time training program specifically for the purpose of training individuals who are employed by BJC or its first or second tier subcontractors in the skills classifications required for the commencement of the non-construction activities listed in the SOW for workers who are threatened with involuntary separation (except for cause) consistent with paragraph (c) above. The one-time training program will not exceed six months in duration and \$5,000 (subject to available funding) per person in cost in addition to wages and benefits.

- (8) Severance Pay -- Severance pay is an unallowable cost at the end of the contract for an employee that receives an offer of employment with a replacement contractor or subcontractor or another DOE contractor or subcontractor with substantially equivalent benefits.
- (g) No Third Party Beneficiaries -- No person shall have a right of action against the contractor or a first or second tier subcontractor of the contractor concerning issues arising under or related to matters addressed in this clause or any other clause in this contract.

## **H.19 COOPERATION WITH OTHER SITE CONTRACTORS**

- (a) The DOE has/or will have prime contracts or agreements in place with the following entities: Uranium Disposition Services (UDS), United States Enrichment Cooperation (USEC), BJC, Navarro Research Engineering Services, Infrastructure contractor(s) TBD, and other entities that provide support to the DOE Portsmouth Paducah Project Office.
- (b) In the event that DOE awards other contracts or establishes agreements with additional entities whose work affects the contract, all terms and conditions of this provision apply to the contractor's relationship with such entities.
- (c) In the performance of this remediation services contract, the contractor agrees to cooperate in a timely manner with DOE prime contractors and other entities. Cooperation includes, but is not limited to, the following types of activities: working together to resolve interface and work performance issues; establishing working groups; participating in meetings; providing access to applicable technical and contract information and data such as schedule and milestone data; discussing technical matters related to the Paducah or Portsmouth sites; providing access to contractor facilities or areas; and allowing observation of technical activities by appropriate personnel.
- (d) The contractor is not authorized to direct any other DOE prime contractor or other entities, except as specified elsewhere in this contract or directed by the CO.
- (e) The contractor shall not commit or permit any act, which will interfere with the performance of work by any other DOE contractor or by Government employees. If DOE determines that the contractor's activities may interfere with another DOE contractor, the CO shall provide instructions.

## **H.20 UNALLOWABLE COSTS**

The following types of costs are examples of costs specific to this contract that may be determined to be unallowable in accordance with FAR subpart 31.2. The examples are not all inclusive.

- a) Unreasonable costs resulting from contractor re-work (e.g., cost associated with disposal and retrieval of unacceptable material in any landfill).
- b) Costs associated with correcting poor quality document preparation, including costs associated with delays.

## **H.21 AGE DISCRIMINATION IN EMPLOYMENT**

The contractor shall not discriminate against any employee, applicant for employment, or former employee on the basis of age. The contractor shall comply with the Age Discrimination in Employment Act, with any state or local legislation regarding discrimination based on age, and with all applicable regulations thereunder.

## **H.22 DISPOSITION OF INTELLECTUAL PROPERTY- FAILURE TO COMPLETE**

- (a) In the event of a termination, default, or failure to complete by the contractor, DOE may take possession of all technical information, including limited rights data and data obtained from subcontractors, licensors, and licensees, necessary for the design, construction, operation, cleanup and closure of the facility, subject to the Rights in Data - Facilities clause of this contract. Technical information includes, but is not limited to, designs, operation manuals, flowcharts, software, work progress reports, and any other information necessary for the design, construction, operation, cleanup and closure of the facility.
- (b) Upon request, the contractor agrees to grant to the Government an irrevocable, non-exclusive, paid-up license in and to any intellectual property, including any technical information and limited rights data, which are owned or controlled by the contractor, at any time through completion or termination of this contract and which are necessary for the continued design, construction, operation, cleanup and closure of the facility, (1) to practice or to have practiced by or for the Government at the facility, and (2) to transfer such license to future contractors for the design, construction, operation, cleanup and closure of the facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity, or scope of, or title to, any rights or patents or other intellectual property herein licensed.
- (c) In addition, the contractor will take all necessary steps to assign permits, authorizations, and any licenses in any third party intellectual property for the design, construction, cleanup and closure of the facility to DOE or such other third party as DOE may designate.
- (d) The obligations under this clause are not dependent upon any payments by the Government. The obligations arise immediately upon the request of the CO.